

**SO ORDERED**



  
DAVID E. RICE  
U. S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
at Baltimore**

In re: Case No.: **18-15756 – DER** Chapter: **7**

**Candice Marie Longo**  
Debtor

**ORDER DECLINING TO APPROVE REAFFIRMATION AGREEMENT  
AND FINDING AND CONCLUDING THAT  
SECTIONS 362(h), 521(a)(6) AND 521(d) DO NOT APPLY**

Before the Court for approval is Debtor's Reaffirmation Agreement, Document Number 13, with Capital One Auto Finance (hereafter "Lender"), according to which Debtor seeks to reaffirm a debt secured by a vehicle. At a hearing held on July 26, 2018, the Court ruled from the bench that it would disapprove the Reaffirmation Agreement because it imposed an undue hardship on the Debtor. For the reasons stated on the record, pursuant to *In re Chim*, 381 B.R. 191 (Bankr. D. Md. 2008), it is, by the United States Bankruptcy Court for the District of Maryland, hereby

ORDERED, that the Reaffirmation Agreement entered into between the Debtor and Lender filed with the Court on June 20, 2018 is hereby disapproved; and it is further

ORDERED, that the Debtor has complied with the requirements of 11 U.S.C. § 521(a)(2) by timely stating his/her intention to reaffirm the loan and by timely entering into the Reaffirmation Agreement with the Lender; and it is further

ORDERED, that the provisions of 11 U.S.C. § 362(h), 521(a)(6) and 521(d) do not apply, the vehicle remains property of the estate, the automatic stay remains in place with respect to the vehicle until such time as the stay terminates under 11 U.S.C. § 362(c) or (d), the Debtor is not obligated to turn over possession of the vehicle to the Lender, and the Lender may not exercise remedies as a result of default under any ipso facto clause contained in the loan agreement.

cc: Debtor  
Attorney for Debtor – Marc A. Ominsky  
Case Trustee – Monique D. Almy  
U.S. Trustee  
Reaffirmation Agreement Creditor – Capital One Auto Finance

**End of Order**